12 N. W. 127. Nor to prosecute his claim against the estate of a deceased debtor within the short period allowed. *Sibley* v. *McAllaster*, 8 N. H. 389; *Villars* v. *Palmer*, 67 Ill. 204. *Contra*, *Bridges* v. *Blake*, 106 Ind. 332, 6 N. E. 833. Nor to prevent a judgment lien from expiring. *Kindt's Appeal*, 102 Pa. St. 441. Nor to prove against the estate in bankruptcy or insolvency. *Clopton* v. *Spratt*, 52 Miss. 251; *Schott* v. *Youree*, 142 Ill. 233, 31 N. E. 591. See 20 HARV. L. REV. 502. Nor to sue the debtor though requested by the surety. *Hickok* v. *Farmers' & Mechanics' Bank*, 35 Vt. 476; *Harris* v. *Newell*, 42 Wis. 687. *Contra*, *Pain* v. *Packard*, 13 Johns. (N. Y.) 174. An affirmative duty, then, is imposed when slight action by the creditor will greatly benefit the surety. In the principal case, only a transfer in the bank's books is required, and it seems that the duty should be imposed. *Pursifull* v. *Pineville Banking Co.*, 97 Ky. 154, 30 S. W. 203; *Commercial National Bank* v. *Henninger*, 105 Pa. St. 496. The weight of authority, however, holds the opposite result necessary to preserve the fluidity of bank deposits by protecting the bank in paying any check covered by a deposit. *Davenport* v. *State Banking Co.*, 127 Mass. 298. *National Mahaiwe Bank* v. *Peck*, 126 Ga. 136, 54 S. E. 977. There seems no reason for distinguishing between deposits at and those after the debt's maturity, but this has been done in one state. *People's Bank* v. *Legrand*, *supra*; *Commercial National Bank* v. *Henninger*, 105 Pa. St. 496.

TORTS — INTERFERENCE WITH BUSINESS — EFFECT OF WRONGFUL MOTIVE IN SALE OF LAND. — A landowner erected a large sign on her land bearing the words, "For Sale. Best Offer from Colored Family." An advertisement similarly worded was published in a daily newspaper. Although intending to sell, the defendant was actuated by ill-will toward the plaintiffs, and by the threatened sale was seriously interfering with their real-estate business. The plaintiffs filed a bill in equity to enjoin the defendant from continuing the advertisement and the sign. *Held*, that no injunction should be granted. *Holbrook* v. *Morrison*, 100 N. E. 1111 (Mass.). See NOTES, p. 740.

TROVER AND CONVERSION — DAMAGES — RIGHT TO RETURN CONVERTED PROPERTY IN MITIGATION OF DAMAGES. — The defendant in recovering two rafts that had gone adrift, by mistake took a raft belonging to the plaintiff. Upon being notified, the defendant left the raft at the plaintiff's landing. The plaintiff sued for conversion. *Held*, that he may recover the full value of the raft. *MacKenzie* v. *The Scotia Lumber Co.*, 12 East. L. R. 120 (Nova Scotia).

In general, an action of trover may lie, even though the defendant acted under a mistake or intended to benefit the owner. *Hollins* v. *Fowler*, L. R. 7 H. L. 757; *Hiort* v. *Bott*, L. R. 9 Ex. 86. The damages are ordinarily the full value of the chattel. This rule, though somewhat harsh, seems justified by the greater security afforded personal property by relieving the owner of the hardship of receiving a partially spoiled chattel, with purely conjectural damages. By the weight of authority in the United States, the measure of damages is the same even where, as in the principal case, the defendant is able and willing to put the plaintiff *in statu quo*. *Carpenter* v. *Manhattan Life Ins. Co.*, 22 Hun (N. Y.) 47; *Carpenter* v. *Dresser*, 72 Me. 377. Where the plaintiff has suffered nothing by the conversion, it is hard to see what useful purpose is served by allowing him to force a sale on the defendant. Property rights are not thereby made more secure and nominal damages would serve to adjudicate the plaintiff's right. See *Sutton* v. *Great Northern R. Co.*, 99 Minn. 376, 378, 109 N. W. 815, 816. The courts should have power to order such a plaintiff to mitigate damages. *Hiort* v. *London & Northwestern R. Co.*, L. R. 4 Ex. D. 188; *Rutland & Washington R. Co.* v. *Bank of Middlebury*, 32 Vt. 639; *Bigelow Co.* v. *Heintze*, 53 N. J. L. 69, 21 Atl. 109; *Warder* v. *Baldwin*, 51 Wis. 450, 8 N. W. 257.